

RETURN DATE: MARCH 30, 2020

SUPERIOR COURT

WESTON SHOPPING CENTER  
ASSOCIATES, LLC

JUDICIAL DISTRICT OF  
STAMFORD/NORWALK

V.

HOUSING SESSION

MFV ENTERPRISES, INC. A/K/A M.F.V.  
ENTERPRISES, INC., D/B/A PETER'S  
WESTON MARKET

MARCH 18, 2020

**SUMMARY PROCESS EVICTION COMPLAINT**

**COUNT ONE (NON-PAYMENT OF RENT)**

1. The plaintiff, Weston Shopping Center Associates, LLC (the "Plaintiff"), is a Connecticut limited liability company, which owns a shopping plaza located at 190 Weston Road, Weston, Connecticut 06883.

2. The defendant, MFV Enterprises, Inc. a/k/a M.F.V. Enterprises, Inc. d/b/a Peter's Weston Market ("MFV"), is a Connecticut corporation with a place of business at 190 Weston Road, Route 57, Weston, Connecticut 06883. It's registered agent for service is J. Paul Johnson, 80 Fourth Street, Stamford, CT 06905.

3. The Plaintiff is the owner of a certain piece of real property with improvements thereon, commonly known as 190 Weston Road, Weston, Connecticut (the "Property").

4. On or about September 1, 2012, Plaintiff entered into an Agreement of Lease (the "Lease") with MFV for the right to occupy a portion of the Property, specifically a total of approximately 9,673 rentable square feet of the Building depicted

and shown as the "Grocery Store" on the Site Plan of Plaintiff's Shopping Center (190 Weston Road, Weston, CT 06883) attached to the Lease as Schedule A (the "Site Plan") comprised of approximately 7,258 square feet of first floor retail, food preparation and other first floor interior areas (the "Retail Area") and approximately 2,415 rentable square feet of storage area (the "Storage Area") which is in the attic above the Retail Area (the "Attic," collectively, the "Premises"). A copy of the Lease, incorporated herein, is identified as Exhibit A and will be sent to all appearing parties and the Court pursuant to Practice Book § 10-29.

5. MFV took possession of the Premises pursuant to the terms and conditions of the Lease.

6. The initial term of the Lease was for five (5) years through August 31, 2017, and the Lease also provided an option for a five-year renewal term from September 1, 2017 through August 31, 2022 (the "Renewal Term"). MFV exercised its option for the Renewal Term.

7. MFV was obligated to make payments of Basic Rent and Additional Rent, as defined in the Lease.

8. Pursuant to Article 24 of the Lease, if MFV failed to pay any rent (Basic Rent or Additional Rent) and such default continued for a period of five (5) days after notice from the Plaintiff to MFV, Plaintiff was entitled to terminate the Agreement and then recover possession.

9. MFV failed to pay, in full, monthly Base Rent and Additional Rent from August 1, 2019 through and including March 2020, and thus, MFV was in default under the Lease.

10. On February 28, 2020, Plaintiff provided written notice to MFV that MFV was in default under the Lease and that MFV was obligated to cure said default within five (5) days upon receipt of the written notice.

11. MFV failed to cure the default within the five (5) day period.

12. As a result of MFV's breach of the Lease, and its continued failure and refusal to pay the amounts due and owing thereunder, Plaintiff had a Notice to Quit Possession served on MFV on March 11, 2020, and that notice required MFV to move out of the premises on or before March 17, 2020. A copy of the Notice to Quit Possession is attached as Exhibit B. The Notice to Quit was signed in Hartford on March 9, 2020 by Plaintiff's attorney.

13. The time given in the first Notice to Quit Possession for MFV to move out of the Property ended, but MFV has not moved out.

14. Plaintiff asks the court for judgment for immediate possession of the Property.

WHEREFORE, the Plaintiff claims:

1. Immediate possession of the premises; and
2. Forfeiture of the Defendant's possessions in accordance with C.G.S.

§ 47a-42;

3. Costs; and
4. Such other relief as the Court deems just and proper.

PLAINTIFF,  
WESTON SHOPPING CENTER  
ASSOCIATES, LLC

By: 

Jonathan A. Kaplan  
Pullman & Comley, LLC  
90 State House Square  
Hartford, CT 06103  
Tel: 860-541-3306  
Fax: 860-424-4370  
E-mail: [jkaplan@pullcom.com](mailto:jkaplan@pullcom.com)  
Juris No. 409177

# EXHIBIT B

**NOTICE TO QUIT (END) POSSESSION**JD-HM-7 Rev. 4-19  
C.G.S. § 47a-23STATE OF CONNECTICUT  
SUPERIOR COURT  
www.jud.ct.gov**Instructions:**

1. Complete this notice. Make sure that the person signing this notice is the owner or lessor, or the owner's or lessor's legal representative, or the owner's or lessor's attorney-at-law or in-fact.
2. Give the completed notice to a state marshal or any proper officer with enough copies for each adult occupant and tenant you want to evict.
3. After service (delivery to the tenant(s) and occupant(s)) is made, the original Notice to Quit will be returned to you. If you do not want to include your address on this form, give this information to the marshal or other proper officer on a separate sheet so that the officer can return the original notice to you promptly after making service.

**ADA NOTICE**

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

To: Name(s) of tenant(s) and occupant(s)

MFV Enterprises, Inc. a/k/a M.F.V. Enterprises, Inc. d/b/a Peter's Weston Market

Address of premises, including apartment number, if any

approx. 9,673 rentable sq. feet of Building #2 at Weston Shopping Center, 190 Weston Rd, Weston CT 06883 - see below

You must quit (end) possession or occupancy of the premises described above and now occupied by you on or before (date) 3/17/2020 for the following reason(s) (specify):

1. Failure to pay rent when due for commercial property, pursuant to Conn. Gen. Stat. § 47a-23(a)(1)(E).

Any payments tendered after the date of this Notice to Quit Possession will be accepted toward use and occupancy only and not for rent, with full reservation of rights to continue with any eviction action.

**Address of Premises (Cont'd)**

A total of approximately 9,673 rentable square feet of the Building depicted and shown as the "Grocery Store" on the Site Plan of Landlord's Shopping Center (190 Weston Road, Weston, CT 06883) attached hereto as Exhibit A (the "Site Plan") comprised of approximately 7,258 square feet of first floor retail, food preparation and other first floor interior areas (the "Retail Area") and approximately 2,415 rentable square feet of storage area (the "Storage Area") which is in the attic above the Retail Area (the "Attic").

If you have not moved out of the premises by the date indicated above, an eviction (summary process) case may be started against you.

Name and title of person signing (Print or type)

Jonathan A. Kaplan, Attorney for Landlord

Signed

Name of landlord

Weston Shopping Center Associates, LLC

Date signed

3/9/2020

Dated at (Town)

Hartford

Address of person signing (Submit to proper officer on a separate sheet if desired)

Pullman &amp; Comley, LLC, 90 State House Square, Hartford, CT 06103

**Return of Service** (To be completed by officer who serves (delivers) this notice)

Name(s) of person(s) served

Address at which service was made

On (Date of service)

**Fees**

Copy

Endorsement

Service

Travel

Total

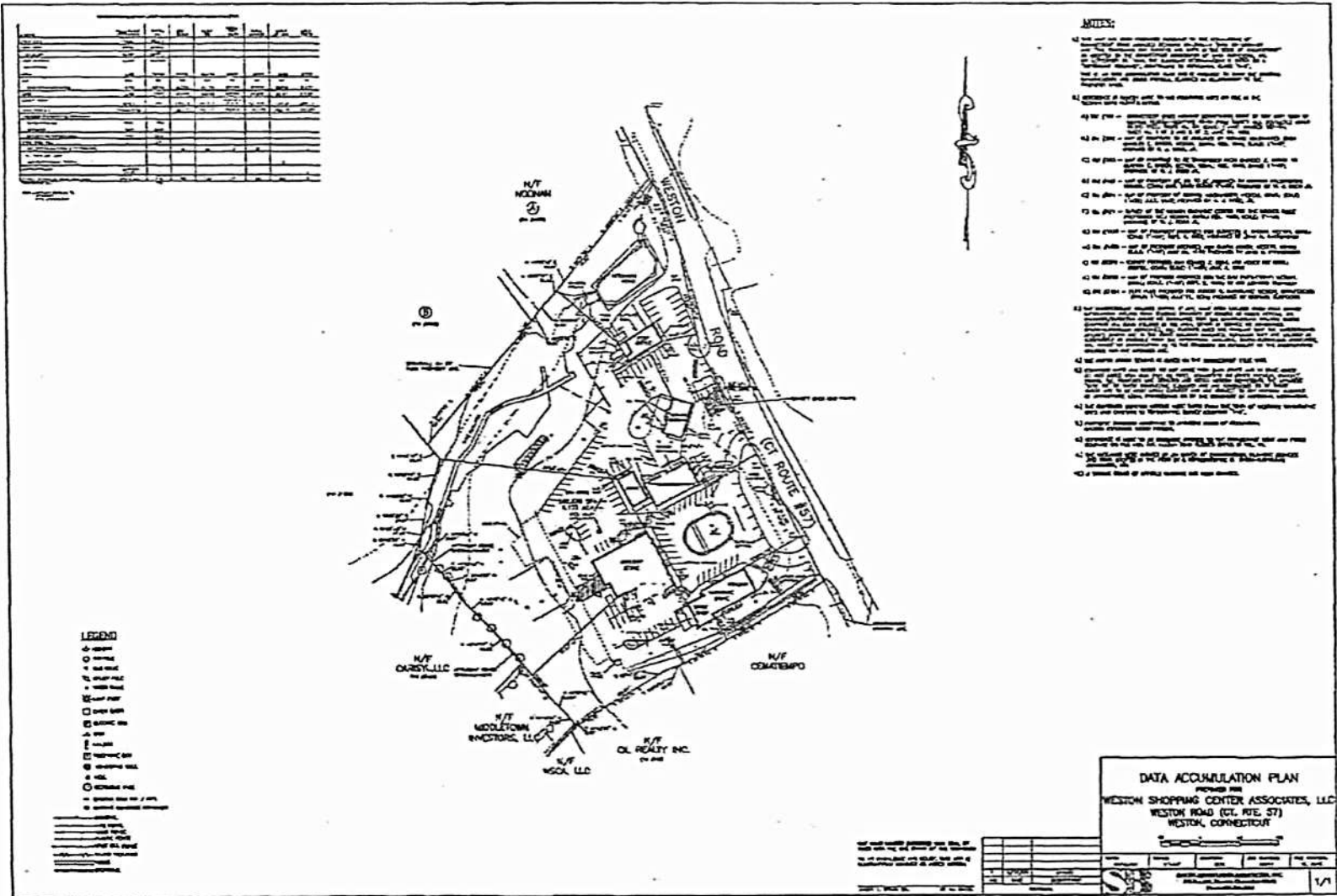
Then and there I made due and legal service of the foregoing notice by leaving a true and attested copy (copies) with or at the place where each of the tenant(s) and occupant(s) named above usually live.

Attest (Name and title)

Print Form

Reset Form

## EXHIBIT A



State of Connecticut

SS: Stamford

March 11, 2020

County of Fairfield

Then and there, by virtue hereof, the Original Notice to Quit (End) Possession, Exhibit A, I made service on the within named  
**MVF Enterprises, Inc. a/k/a M.F.V. Enterprises, Inc. d/b/a Peter's Weston Market**

On March 11, 2020, I made service on **MVF Enterprises, Inc. a/k/a M.F.V. Enterprises, Inc. d/b/a Peter's Weston Market** by leaving a true and attested copy of the Original: Notice to Quit (End) Possession, Exhibit A with my doings thereon endorsed

In the hands of,

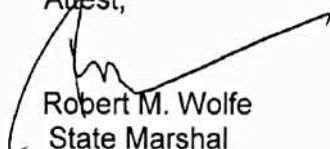
**Joe McGee, Manager, MVF Enterprises, Inc. a/k/a M.F.V. Enterprises, Inc. d/b/a Peter's Weston Market, 190 Weston Road, Building #2, Weston, CT**

One such Copy for each of the within named.

The within and foregoing is the Original: Notice to Quit (End) Possession, Exhibit A

Process	40.00
Travel	27.00
Copies	2.00
Endors	0.80
Serv.	<u>0.20</u>
Total	70.00

Attest,



Robert M. Wolfe  
State Marshal  
Fairfield County



**MOTION FOR USE AND  
OCCUPANCY PAYMENTS**JD-HM-27 Rev. 3-2000  
C.G.S. § 47a-26b**STATE OF CONNECTICUT  
SUPERIOR COURT**

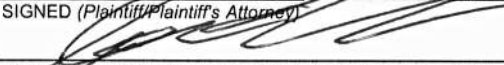

www.jud.ct.gov

**INSTRUCTIONS TO PLAINTIFF (LANDLORD)**File the original with the clerk and mail a copy to the defendant.  
Retain a copy for your records.

<input type="checkbox"/> Judicial District of: _____	<input checked="" type="checkbox"/> Housing Session at: <b>Stamford/Norwalk</b>	<input type="checkbox"/> G.A. No. _____	DOCKET NO. <b>Return Date 3/30/2020</b>
ADDRESS OF COURT <b>17 Belden Avenue, Norwalk, CT 06850</b>			TELEPHONE NO. <b>203-846-4332</b>
COMPLETE ADDRESS OF PREMISES (Including Apt. No., if any) <b>approx. 9,673 rentable sq ft of Building #2, 190 Weston Road, Weston, CT 06883</b>			
NAME(S) OF PLAINTIFF(S)/LANDLORD(S) <b>Weston Shopping Center Associates, LLC</b>		NAME(S) OF DEFENDANT(S)/TENANT(S) <b>MFV Enterprises, Inc. a/k/a M.F.V. Enterprises, Inc. d/b/a Peter's Weston Market</b>	

**MOTION**The plaintiff(s)/landlord(s) ask(s) that the court order the defendant(s)/tenant(s) to deposit with the court payments for use and occupancy of the premises at the above address in an amount equal to the: *(Complete box 1 or 2 below)*

- ☒ 1. Last agreed upon rent. The last agreed upon rent was **\$ 37,438.06** payable ☒ monthly. ☐ weekly.  
☐ 2. Fair rental value of the premises. *(Use ONLY in absence of a last agreed upon rent.)*

SIGNED (Plaintiff/Plaintiff's Attorney) 	DATE SIGNED <b>3/18/2020</b>
I hereby certify that a copy of this motion was mailed/ delivered to all counsel and pro se parties of record on: <b>3/18/20</b>	SIGNED (Plaintiff/Plaintiff's Attorney) 
NAME OF EACH PARTY SERVED* <b>MFV Enterprises, Inc.</b>	ADDRESS AT WHICH SERVICE WAS MADE <b>190 Weston St (served via Marshall)</b>

\*If necessary, attach additional sheet with names of each party served and the address at which service was made.

**NOTICE TO DEFENDANT(S)/TENANT(S)**

You may file an objection to the plaintiff's motion with the clerk at the above address of court. If you do so within five (5) days of the date the above motion was filed, the court will conduct a hearing on the motion before entering an order for use and occupancy payments. You can find out the date the motion was filed by calling the clerk's office. If you do not file your objection within this five day period, the court will enter an order for use and occupancy payments without a hearing. You will be notified by mail.

You may also file an objection at any time after the five day period has expired, but an order for use and

occupancy payments will still enter. A hearing will then be held to determine if the order should remain in effect or be modified.

If you file an objection during or after the five day period, you will be notified by mail of the hearing date and time.

To claim an objection, state your reason(s) for doing so in the space provided below. Complete the certification section and make two copies. File the original with the clerk at the above address of court and mail a copy to the landlord or the landlord's attorney if he or she has one. Keep a copy for your records.

**OBJECTION TO USE AND OCCUPANCY PAYMENTS**

I object to the motion or order for use and occupancy payments for the following reasons:

SIGNED (Defendant/Tenant, Attorney for Defendant/Tenant)	PRINT NAME SIGNED AT LEFT	DATE SIGNED
I hereby certify that a copy of this motion was mailed/ delivered to all counsel and pro se parties of record on:	DATE	SIGNED (Defendant/Tenant, Attorney for Defendant/Tenant)
NAME OF EACH PARTY SERVED*	ADDRESS AT WHICH SERVICE WAS MADE	

\*If necessary, attach additional sheet with names of each party served and the address at which service was made.